

EGLET WALL  
CHRISTIANSEN  
THE ATTORNEYS

PETER S. CHRISTIANSEN, ESQ.  
Nevada Bar No.: 005254  
KENDELEE L. WORKS, ESQ.  
Nevada Bar No. 9611  
EGLET WALL CHRISTIANSEN  
400 South 7th Street  
Box 1, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101  
Tel: (702) 450-5400

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

MORGAN & MORGAN, P.A.,

Plaintiff,

vs.

ROBERT EGLET, an individual, ROBERT  
ADAMS, an individual, MAINOR EGLET, a  
business entity of unknown type and DOES I  
through X and ROE CORPORATIONS I through  
10, inclusive,

Defendants.

CASE NO. 2:13-cv-02210-GMN-PAL

**STIPULATION FOR ENTRY OF  
CONFIDENTIALITY AND  
PROTECTIVE ORDER**

Plaintiff, MORGAN & MORGAN, P.A., and Defendants, ROBERT EGLET, ROBERT  
ADAMS, and MAINOR EGLET, through their respective counsel, hereby stipulate and agree to

///

///

///

1 the terms of the following Confidentiality and Protective Order and request that the Court enter  
2 the same.

3  
4 DATED: 4/24/14

DATED: 4-24-14

5 EGLET WALL CHRISTIANSEN

6 By  By 

7 Peter S. Christiansen, Esq.  
8 Kendelee L. Works, Esq.  
9 *Attorneys for Defendants*

Gary Logan, Esq.  
Nevada Bar # 302  
300 S. Fourth Street, Suite 701  
Las Vegas, Nevada 89101  
*Attorney for Plaintiff*

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  


EGLET WALL  
CHRISTIANSEN  
Trial Attorneys

# CONFIDENTIALITY AND PROTECTIVE ORDER

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality; protect adequately material entitled to be kept confidential, privileged, proprietary or otherwise considered confidential or privileged under federal or state law; and ensure that protection is afforded to such material, pursuant to the Court's authority under FRCP 26(c), the following protective and confidentiality order shall be entered based on the following understandings:

A. The parties to this case are engaged in discovery that has or will include the production of documents, answering of written interrogatories, responding to requests for admission, the taking of depositions, and the issuance of subpoenas directed to third parties;

B. Discovery may involve the disclosure of materials containing confidential and nonpublic personal or private information; and

C. Discovery should be permitted to proceed without delay occasioned by disputes regarding the confidential and/or proprietary nature and uses of the confidential information.

## ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS:

1. The parties may, after a good faith determination, designate any document, portion of a document, or information produced by them as "CONFIDENTIAL" by stamping the document or information to that effect prior to production, or within a reasonable time thereafter, but not more than thirty (30) days thereafter, unless good cause shown, by notifying all other parties in writing that such documents or information are designated as "CONFIDENTIAL." No copies of any such confidential material shall be made except to the extent necessary for the preparation of each party's case in this action. Any copy made of confidential material will have the same status as the original.

2. "CONFIDENTIAL" information is defined as information from the producing party that is not publicly available, all information deemed confidential in the Teva litigation, information that is commercially sensitive (e.g., trade secrets), or information which is likely to contain nonpublic personal or private information (e.g., social security numbers, drivers' license numbers, tax returns, account numbers, account balances, bank statements, account applications,

**EGLET WALL  
CHRISTIANSEN**  
The Attorneys

1 job applications, personnel files, etc.). Except as set forth below in paragraph 6, Confidential  
2 information is not to be disclosed to any person or entity other than the parties, their counsel of  
3 record, employees of counsel, consultants, and experts, all of whom are bound by the terms of  
4 this Order.

5 3. A party may designate a document as "CONFIDENTIAL" after such document  
6 has been produced to another party in the course of this action by noticing each party of the  
7 retroactive designation within thirty (30) days of the original production of the Confidential  
8 information.

9 4. Deposition testimony may be designated "Confidential" in whole or in part at the  
10 time of the deposition or within ten (10) business days after receipt of the written transcript.  
11 Until that time, the parties shall treat all deposition testimony, including video recordings of  
12 deposition testimony, as Confidential in order to permit counsel for the party deposed an  
13 opportunity to designate the deposition testimony as "CONFIDENTIAL."

14 5. All documents or information produced by third parties in response to subpoenas  
15 shall be treated as "CONFIDENTIAL" for a period of sixty (60) days after it is received to allow  
16 the parties time to evaluate the information. Within the 60-day period, any party may designate  
17 any such third-party material as "CONFIDENTIAL" by so notifying the other parties of this  
18 designation in writing and setting forth the basis thereof.

19 6. Unless otherwise agreed upon by the parties, or ordered by the Court, the parties  
20 shall place any Confidential material required to be submitted or presented to or filed with the  
21 Court (e.g., exhibits to Declarations or Affidavits) under seal, pursuant to the rules of the Court,  
22 and shall not make the Confidential material available to persons other than the Court and/or  
23 persons authorized by this Order.

24 7. Documents stamped "CONFIDENTIAL" or any other information or materials so  
25 designated shall not be used for any purpose other than the defense or prosecution of this action  
26 in accordance with the provisions of this Order, and the parties shall not discuss or disclose the  
27 Confidential material to any person except as specifically authorized by this Order. The parties  
28 shall not use any documents, deposition testimony, or other material subject to this Order,

1 directly or indirectly, by any party for any business, commercial, or competitive purpose  
2 whatsoever.

3 8. Confidential information may only be disclosed to:

- 4 (a) The Court, its staff and the designated document repository in this case and in any  
5 appeal therefrom;  
6 (b) The jury in this case (if this case goes to trial);  
7 (c) The named parties in this litigation;  
8 (d) Counsel of record for the parties in this case, and other partners, associates,  
9 secretaries, paralegals, legal assistants, and other personnel of their respective law  
10 firms who are working under the supervision of said counsel and assisting such  
11 counsel in this action;  
12 (e) Any independent contractors, such as attorneys, paralegals, secretaries, and legal  
13 assistants who are not members, shareholders, or employees of the law firms of  
14 counsel of record but who have been hired or retained by counsel of record and  
15 are working under the supervision of counsel of record and are actively engaged  
16 in assisting such counsel in this action;  
17 (f) Outside consultants, technical advisors, fact witnesses, and expert witnesses and  
18 consultants (whether designated as trial witnesses or not) employed or retained by  
19 the parties or counsel;  
20 (g) Any insurance company adjuster(s) or representative(s) working with any counsel  
21 in connection with this action; and  
22 (h) Any other person or entity as to whom counsel for the producer or provider of the  
23 confidential information agrees in writing, or as to whom the Court directs, to be  
24 provided access to that information.

17 9. Disclosure of any Confidential information to persons described in subparagraphs  
18 8(e), 8(f), 8(g), and 8(h) of this Order is solely for evaluation, testing, testimony, preparation for  
19 trial, or other services or purposes directly related to this litigation. All such persons shall sign a  
20 document in the form of Exhibit A attached hereto, stating that they have read and understand  
21 this Order and agree to be bound by its terms.

22 10. This Order is without prejudice to the right of the parties or other persons to: (a)  
23 bring before the Court at any time the question of whether any particular document or  
24 information is confidential, or whether its use should be confidential, or (b) present a motion to  
25 the Court under FRCP 26(c) to compel information or for a separate protective order as to any  
26 particular document or information, including restrictions differing from those specified herein.  
27  
28

EGLET WALL  
CHRISTIANSEN  
Trial Attorneys

**EGLET WALL  
CHRISTIANSEN**  
Trial Attorneys

1 This Order will not prejudice the parties in any way in any future application for relief or  
2 modification of this Order.

3 11. A party or other person objecting to the designation of confidential information  
4 shall provide written notice of the objection to the designating party, specifying the materials  
5 that are the subject of the objection. The parties and any other objecting person(s) shall confer in  
6 good faith in an effort to resolve the objection. If such conference does not resolve the  
7 objection, either the party objecting to the "CONFIDENTIAL" designation, the designating  
8 party, or any other affected party, may file a motion seeking judicial intervention as to whether  
9 the "CONFIDENTIAL" designation shall remain in place. Pending determination by the Court,  
10 material designated by a party as "CONFIDENTIAL" is to be treated as provided in this Order.

11 12. Nothing herein imposes any restrictions on the use or disclosure by a party of  
12 material obtained by such party independent of discovery in this action, whether or not such  
13 material is also obtained through discovery in this action, or from disclosing its own confidential  
14 information as it deems appropriate.

15 13. The inadvertent, unintentional, or in camera disclosure of confidential documents  
16 and information shall not, under any circumstances, be deemed waiver in whole or in part, of any  
17 person's claim of confidentiality. In the event of a disclosure of confidential documents or  
18 materials to a person or entity not authorized to have had such disclosure made to him, her, or it  
19 under the provisions of this Order, the party responsible for having made such disclosure shall  
20 immediately procure the return of the material and immediately inform counsel for the  
21 designating party whose confidential information has thus been disclosed of all relevant  
22 information concerning the nature and circumstances of such disclosure. The responsible party  
23 shall also take all reasonable measures promptly to ensure that no further or greater unauthorized  
24 disclosure of the confidential information occurs therefrom. Further, upon receipt of such notice,  
25 a Party shall have 10 days to file a motion for protective order with respect to such document.  
26 The Party providing the notice shall sequester the document until the expiration of the 10 day  
27 period, and if a motion for a protective order is filed, shall continue to sequester the document  
28 until the motion is resolved. If no motion for protective order is filed within the 10 day period

**EGLET WALL  
CHRISTIANSEN**  
Trial Attorneys

1 following notice, any confidentiality or privilege that would otherwise be afforded the document  
2 shall be waived.

3 14. The inadvertent production of any privileged or attorney work product documents  
4 will be without prejudice to any claims that the document is privileged and will not constitute a  
5 waiver of any privilege or work product that may otherwise attach thereto, nor a general waiver  
6 of such privilege or work product. Upon demand of the producing party, all copies of any  
7 inadvertently-produced documents must be immediately returned forthwith and such documents  
8 must not be introduced into evidence or subject to production in this or any other proceeding.

9 15. Within sixty (60) days after the final disposition of all claims and defenses by  
10 settlement or expiration of time to appeal, and upon request, all documents designated  
11 "CONFIDENTIAL," including any reproductions of such documents, must be returned to the  
12 designating party who produced the Confidential documents or information. The provisions of  
13 this Order shall continue to be binding and remain in full force and effect after the conclusion of  
14 this lawsuit.

15 16. Nothing in this Order prevents any party from objecting to discovery that it  
16 believes is improper and moving the Court for an Order thereon.

17 17. This Order is entered solely for the purpose of facilitating the free exchange of  
18 documents and information between the parties to this action so as to avoid the need for  
19 unnecessary judicial intervention. Nothing in this Order will have any effect in any other  
20 litigation or proceeding, and nothing in this Order is to be construed as requiring the disclosure  
21 of documents or information that any party reasonably believes is not subject to disclosure or  
22 discovery pursuant to prevailing law, the rules of evidence, and/or the rules of procedure.

23 18. In the event additional individuals or entities become parties to this litigation,  
24 they shall not have access to, nor shall any existing party produce to them, any stamped  
25 confidential documents until the newly added parties, by counsel, have signed and filed a  
26 stipulation agreeing to be bound by this Order or until a further order is entered permitting them  
27 to have access to such documents.

28

1           19.    The filing and entry of this Order does not constitute an admission or waiver of  
2 any rights under any applicable law, court rules, or both.

3           20.    The terms of this Order are binding on the parties, their attorneys, and all persons  
4 designated in this Order.

5           Accordingly,

6           **IT IS HEREBY ORDERED** that the foregoing Confidentiality and Protective Order  
7 shall govern the discovery in the pending matter.

8

9           Dated this 29th day of April, 2014.

10

11

  
UNITED STATES MAGISTRATE JUDGE

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EGLET WALL  
CHRISTIANSEN  
Trial Attorney